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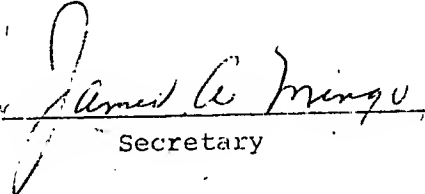
I, JAMES A. MINGO, Secretary for
TEMPLE COURTS CHARITABLE FOUNDATION (hereinafter called the "Foundation")
hereby certify as follows:

That at a meeting of the Board of Directors of the Foundation,
duly held on the 1st day of December, 1970, at which a quorum was
present and acting throughout, the following resolutions were duly adopted,
and that said resolutions are in full force and effect:

RESOLVED, that the Foundation be authorized to execute
a covenant for common sewer, water and electrical facilities
with the District of Columbia Redevelopment Land Agency in the
form in which the same was presented to the meeting; and be it
further

RESOLVED, that any officer or officers of the Foundation
be authorized to execute such covenant on behalf of the Corporation.

IN WITNESS WHEREOF, I have set my hand and the seal of the Corporation
this 25th day of May 1971.

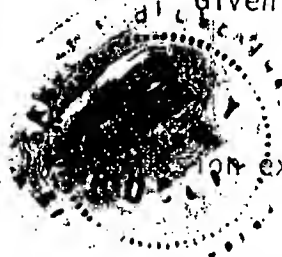

Secretary

BOOK PAGE
13229 614

DISTRICT OF }
COLUMBIA } To Wit:

I, *Charles W. [Signature]*, a Notary Public of said District of Columbia, do certify that JAMES A. MINGO who signed the foregoing writing bearing date the 25 day of May 1971 for Temple Courts Charitable Foundation, a corporation, has this day, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 25th day of May 1971.



My commission expires on the 30 day of April 1976

Charles W. [Signature]
Notary Public

AGREEMENT

THIS AGREEMENT dated this 25th day of May , 1971 by the District of Columbia Redevelopment Land Agency, operating as an independent government corporation within the District of Columbia for the purpose of replanning and rebuilding of slum, blighted and other areas, pursuant to an act of Congress (District of Columbia Redevelopment Act of 1945, 60 Stat. 790 as amended), a party of the first part; Temple Courts Charitable Foundation, a corporation organized and existing under the laws of the District of Columbia, and a Redeveloper as defined in subsection 3(c) of the Redevelopment Act, party of the second part; and the District of Columbia, a municipal corporation, party of the third part.

WHEREAS, the District of Columbia Redevelopment Land Agency is the owner of the fee simple title to the following described property situated in the District of Columbia, to wit:

Lot 246, Square 621, of the Subdivision recorded in The Office of the Surveyor of the District of Columbia in Book 157, Page 1, on December 9, 1970.

WHEREAS, the District of Columbia Redevelopment Land Agency, by Contract dated May 25, 1971 , has agreed to sell said property to the Temple Courts Charitable Foundation; and

WHEREAS, the Building Code of the District of Columbia provides that each building shall be located on a separate and distinct lot or recorded parcel of ground, and the Plumbing Code of the District of Columbia requires that each building be provided with individual sewer and water lines, and the Electrical Code of the District of Columbia requires that each building be supplied by a single set of electrical service conductors; and

WHEREAS, the District of Columbia Redevelopment Land Agency, as the owner of the fee simple title to said property desires to cause to be constructed on said property and the Temple Courts Charitable Foundation, as the purchaser of said property, desires to construct on said property a residential development known as Temple Courts, to install one common sewer, one common water service and one common set of electrical conductors (or, if more than one common sewer, one common water service, and one common set of electrical conductors is desired, such additional sewers, water service or sets of electrical conductors as may be desired) for this group of buildings and to have such group of buildings considered as one building for the purposes of the Building, Plumbing, Electrical Codes and Zoning Regulations; and

WHEREAS, the Building, Plumbing, and Electrical Codes of the District of Columbia require in granting permission for such group of buildings to be considered as one building and in permitting one common sewer, one common water service and one common set of electrical conductors (or, if more than one common sewer, one common water service, and one common set of electrical conductors is desired, such additional sewers, water service or sets of electrical conductors as may be desired) for such group of buildings considered as one building, that the owner of said property enter into a covenant to run with the land, to wit: that before any subdivision of the hereinbefore described property is made or any part thereof divided by metes and bounds or before any part thereof is sold or conveyed, separate sewer and water services and a separate set of electrical service conductors will be installed to each individual building in such group so subdivided or divided by metes and bounds or sold or conveyed, and that each such individual building be made to comply with the Building, Plumbing, Electrical Codes and Zoning Regulations.

NOW, THEREFORE, in consideration of said permission to consider such group of buildings as one building for the purpose of the Building, Plumbing, Electrical Codes and Zoning Regulations, and in consideration of being permitted to cause to be installed one common sewer, one common water service, and one common set of electrical service conductors to the group of buildings on the

described property, the said District of Columbia Redevelopment Land Agency does hereby covenant and agree for itself, its successors, and assigns to and with the District of Columbia and its successors that before any subdivision of the hereinbefore described property is made or any part thereof divided by metes and bounds and before any part thereof is sold or conveyed, separate sewer and water services and a separate set of electrical service conductors will be provided to each of the individual buildings in each group so subdivided or divided by metes and bounds or part thereof sold or conveyed, and that each of such individual buildings so separated or sold or conveyed and the individual building or buildings remaining shall be made to comply fully with the Building, Plumbing, Electrical Codes and Zoning Regulations, and that said covenant shall run with the land so long as the said buildings shall remain thereon and no longer, and the said Temple Courts Charitable Foundation, the proposed purchaser, hereby agrees for itself, its successors and assigns that, if it hereafter exercises its option to purchase the fee simple title to said property, this agreement shall take effect and be binding upon it in the same manner and to the same extent as though it had been recorded prior to the date of its purchase.

IN TESTIMONY WHEREOF, the said District of Columbia Redevelopment Land Agency has caused these presents to be signed by STEPHEN DAVIS its Vice Chairman, and attested by MELVIN A. MISTER, its Secretary, and its corporate seal to be hereunto affixed, and does hereby constitute and appoint STEPHEN DAVIS its true and lawful attorney-in-fact for it and in its name, place, and stead, to acknowledge and deliver this Agreement as the Act and Deed of the District of Columbia Redevelopment Land Agency, and the said Temple Courts Charitable Foundation has caused these presents to be signed by CHARLES H. WESLEY, its President, and attested by JAMES A. MINGO, its Secretary, and does hereby constitute JAMES A. MINGO, its true and lawful attorney-in-fact for it and in its name, place and stead to acknowledge and deliver this Agreement as the Act and Deed of the Temple Courts Charitable Foundation.

BOOK
13229

PAGE
618

DISTRICT OF COLUMBIA REDEVELOPMENT
LAND AGENCY

by Stephen S. Davis



TEMPLE COURTS CHARITABLE FOUNDATION

by Charles H. Huxley

James A. Mingo
Secretary

UNITED STATES OF AMERICA }
DISTRICT OF COLUMBIA } SS.

I, Setty Varnado, a Notary Public in and for the
District of Columbia, do hereby certify that Stephen S. Davis, who
is personally well known to me to be the person named in the foregoing Agree-
ment, dated May 25, 1971, as the attorney-in-fact for the
District of Columbia Redevelopment Land Agency to acknowledge and deliver the
same, personally appeared before me in the District of Columbia and, as attorney-
in-fact as aforesaid and by virtue of the power and authority vested in him by
the aforesaid Agreement, acknowledged the same to be the act and deed of the
District of Columbia Redevelopment Land Agency and delivered the same as such.

In testimony whereof, I have hereto set my hand and official seal this

16th day of June, 1971



Betty Varnado
Notary Public
District of Columbia

My Commission Expires July 31, 1973

My Commission expires _____

UNITED STATES OF AMERICA)
DISTRICT OF COLUMBIA) SS.

I *[Signature]*, a Notary Public in and for the District of Columbia, do hereby certify that JAMES A. MINGO, who is personally well known to me to be the person named in the foregoing Agreement, dated May 25, 1971, as SECRETARY for the Temple Courts Charitable Foundation to acknowledge and deliver the same, personally appeared before me in the District of Columbia and, as SECRETARY as aforesaid and by virtue of the power and authority vested in him by the aforesaid Agreement, acknowledged the same to be the act and deed of the Temple Courts Charitable Foundation and delivered the same as such.

In testimony whereof, I have hereto set my hand and official seal this _____ day of _____, 1971.



[Signature]
Notary Public
District of Columbia

My Commission expires _____

4/30/1976

ACKNOWLEDGEMENT

UNITED STATES OF AMERICA)
DISTRICT OF COLUMBIA) SS.

I, *Betty Varnado*, a Notary Public in and for the

District of Columbia, do hereby certify that on the 25th day of May, A.D., 1971, personally appeared Melvin U. Mister, personally well known to me (or, proved by the oaths of creditable witnesses to be) the ~~Chairman~~ ^{Secretary} of the District of Columbia Redevelopment Land Agency, of the District of Columbia, named in the Agreement hereunto annexed, and by virtue and in pursuance of the authority therein conferred upon him acknowledged said Agreement to be the corporate act and deed of said District of Columbia Redevelopment Land Agency, and that he signed the said Agreement in the name of the said District of Columbia Redevelopment Land Agency, as its ~~Chairman~~ ^{Secretary}.

In testimony whereof I have hereto set my hand and official seal this 16th day of June, A.D., 1971.

Betty Varnado
Notary Public
District of Columbia

My Commission Expires July 31, 1973

My Commission expires _____

ACKNOWLEDGMENT


UNITED STATES OF AMERICA)

DISTRICT OF COLUMBIA)

SS.

I, *Charles H. Wesley*, a Notary Public in and for the District of Columbia, do hereby certify that on the 25 day of May 1971, A.D., personally appeared CHARLES H. WESLEY, personally well known to me (or, proved by the oaths of creditable witnesses to be) the President of the Temple Courts Charitable Foundation, of the District of Columbia, named in the Agreement hereunto annexed, and by virtue and in pursuance of the authority therein conferred upon him acknowledged said Agreement to be the corporate act and deed of said Temple Courts Charitable Foundation, and that he signed the said Agreement in the name of the said Temple Courts Charitable Foundation, as its President.

In testimony whereof I have hereto set my hand and official seal
this 26 day of May, A.D., 1971.


Notary Public
District of Columbia



My commission expires

4/30/1976

-4-

IN WITNESS WHEREOF, the Commissioner of the District of Columbia, appointed under Reorganization Plan No. 2 of 1967, having first considered and approved the foregoing covenant, has directed the execution thereof in the name of said District of Columbia, by the Executive Secretary, D. C., who has herunto set his hand and affixed the seal of the District of Columbia hereto under authority of the Act of Congress entitled 'An Act to Relieve the Commissioners of the District of Columbia of Certain Ministerial Duties', approved February 11, 1971.

WITNESS:


Josephine D. Butler
(CORPORATE SEAL)
DISTRICT OF COLUMBIA, SS:
Pauline Piccar
Don N. Kellogg, Jr.
Executive Secretary, D. C.

I, *Pauline Piccar*, a Notary Public in and for the District of Columbia, do hereby certify that *Don N. Kellogg, Jr.* who is personally well known to me as the person named as Executive Secretary to the Commissioner of the District of Columbia in the foregoing covenant bearing date on the 25 day of May, 1971, and herunto annexed, personally appeared before me in said District, and as Executive Secretary aforesaid, and by virtue of the authority in him vested acknowledged the same to be the act and deed of the Commissioner of the District of Columbia.

GIVEN under my hand and seal this 23 day of June, 1971.



Pauline Piccar
Notary Public, D. C.
My commission expires: Jan 14, 1973

APPROVED:
S. Fener
Commissioner of the District of Columbia

BOOK PAGE
13229 623

11959

JUN 23 3 17 PM '71

RECEIVED FOR RECORD on the
day of A.D. 19 at
M and recorded in Liber No. 13229
Folio 613 at Seq. one of the Jan.
Record of the District of Columbia

Peter S. Ridley Recorder

RECORDED

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JUN 23 1971